

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **RF4167**Due Date: **05/04/04 @ 2:00 P.M.**

Date Sent: April 15, 2004

Goods and services to be

PROVIDE HOT MIX ASPHALT**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: RF4167

Due Date: 05/04/04

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	16,100	TON	9.5 MM HOT MIX ASPHALT PG58-22 AS PER ATTACHED SPECIFICATIONS.	\$	\$
002	5,000	TON	12.5 MM HOT MIX ASPHALT PG64-34 AS PER ATTACHED SPECIFICATIONS.	\$	\$
003	4,000	TON	HOT PLANT BITUMINOUS 1/2" (AC-10 OR AC-20 AS PER ATTACHED SPECIFICATIONS. THIS MATERIAL IS REFERRED TO AS "ON HAND MATERIAL" THAT DOES NOT MEET THE SHARP SPECS. THIS MATERIAL WILL ONLY BE AWARDED TO A SUPPLIER HAVING A CURRENT CONTRACT WITH UDOT TO PROVIDE HOT MIS ASPHALT THAT MEETS THE SHARP SPECS. ALL MATERIALS TO BE AVAILABLE FOR PICKUP BY STATE FORCES WITHIN 50 MILES FROM ORDER POINT.	\$	\$
004	1,000,000	TON	PER TON PER MILE FREIGHT CHARGES FOR DELIVERY OF ASPHALT IF NEEDED. THIS MATERIAL IS TO BE USED BY REGION TWO, REGION FOUR (CEDAR CITY) AND SOME MATERIAL WILL BE PICKED UP BY STATE FORCES.	\$	\$

Changes or modifications to procurement:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the division of purchasing. any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

This bid will result in a one year agency contract to provide the State with hot mix asphalt.

The successful vendor will be required to provide a 15% performance/payment bond. The attached bond statement form should be filled out and submitted with your bid response.

Any contractor who is awarded a contract should maintain a satisfactory standing with the Utah Department of Transportation, Motor Carrier Division. A letter of satisfactory standing will be required at time of receipt of payment/performance bond. With questions regarding your status with the Motor Carrier Division contact Tawnya Lang at (801)965-4243.

With questions regarding the specifications contact Debra Boulton at (801) 965-4070.

Bid process questions should be referred to Rosemary Frenchwood at (801)538-3147.

This is an Invitation to Bid, therefore, you may either hand deliver or mail in your bid response. Bid responses that are faxed in will **not** be considered.

Reference RX#: 810 46-136

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: RF4167

Due Date: 05/04/04

Vendor Name:

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
QSHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class# _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

- 1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.
- 2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.
- 3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- 4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.
- 5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.
- 6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.
- 8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov (Revision 14 Mar 2003 - IFB Instructions)

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
- 20. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
- 25. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and

Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

SECTION 02742P
HOT MIX ASPHALT (HMA)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Hot Mix Asphalt (HMA) products comprised of aggregate, asphalt binder, lime and other additives.
- B. Mix materials at a central mixing plant.

1.2 RELATED SECTIONS

- A. Section 02745: Asphalt Material
- B. Section 02746: Hydrated Lime

1.3 REFERENCES

- A. AASHTO PP 28: Standard Practice for Superpave Volumetric Design for Hot-Mix Asphalt (HMA)
- B. AASHTO T 11: Materials Finer Than 75 Fm (No. 200) Sieve in Mineral Aggregates by Washing
- C. AASHTO T 19: Unit Weights and Voids in Aggregate
- D. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- E. AASHTO T 30: Mechanical Analysis of Extracted Aggregate
- F. AASHTO T 89: Determining the Liquid Limit of Soils
- G. AASHTO T 90: Determining the Plastic Limit and Plasticity Index of Soils
- H. AASHTO T 96: Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
- I. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- J. AASHTO T 112: Clay Lumps and Friable Particles in Aggregate
- K. AASHTO T 166: Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated-Surface Dry Specimens

- L. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
- M. AASHTO T 195: Determining Degree of Particle Coating of Bituminous-Aggregate Mixtures
- N. AASHTO T 209: Maximum Specific Gravity of Bituminous Paving Mixtures
- O. AASHTO T 255: Total Moisture Content of Aggregate by Drying
- P. AASHTO T 283: Resistance of Compacted Bituminous Mixture to Moisture Induced Damage (Modified by UDOT Materials Manual of Instruction Part 8 Test Procedure 8-957)
- Q. AASHTO T 304: Uncompacted Void Content of Fine Aggregate
- R. AASHTO T 308: Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method
- S. AASHTO T 312: Method for Preparing and Determining the Density of Hot-Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
- T. ASTM D 3665: Standard Practice for Random Sampling of Construction Materials
- U. ASTM D 3666: Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
- V. ASTM D 4561: Practice for Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials
- W. ASTM D 4791: Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
- X. ASTM 5506: Practice for Organizations Engaged in the Certification of Personnel Testing and Inspecting Bituminous Paving Materials
- Y. ASTM D 5821: Determining the Percentage of Fractured Particles in Coarse Aggregate
- Z. ASTM E 178: Practice for Dealing with Outlying Observations
- AA. Asphalt Institute SP-1, SP-2
- BB. UDOT Materials Manual of Instruction Part 8-209: Asphalt Binder Management Plan
- CC. UDOT Materials Manual of Instruction Part 8-958: Standard Test Method for Determining

Rutting Susceptibility

DD. UDOT Materials Manual of Instruction Part 8-960: Guidelines for Superpave Volumetric Mix Design

EE. UDOT Materials Manual of Instruction Part 8-984: Sampling Methods

1.4 ACCEPTANCE

- A. A lot equals the number of tons of HMA placed during each production day. The Department:
1. Divides each lot into four sublots based on the scheduled production day.
 2. Takes random samples behind the paver before any further compaction, and determine random numbers/locations from a random numbers table. ASTM D 3665, UDOT Materials Manual of Instruction Part 8-984: Sampling Methods.
 - a. Take large enough samples for paired-T testing and split with contractor designated lab until testing discrepancies (based on tests outlined in article 3.9 “Dispute Resolution,” paragraph B1, in addition to daily acceptance tests for mix properties) between labs are identified and resolved.
 3. Informs the Contractor of the time and place for the sample not more than 15 minutes prior to the sampling.
 4. May conduct the following tests:
 - a. Asphalt Binder Content: One per subplot using ignition oven. AASHTO T 308
 - b. Aggregate gradation: One test per subplot on the residue of the ignition oven tests. AASHTO T 30.
 5. Add the lot to the previous day's production if the minimum number of samples cannot be obtained for the final day's production and evaluate with the appropriate sample size.
 6. Add the lot to the next day's production if the minimum number of samples cannot be obtained, and evaluate with the appropriate sample size.
 7. Retest the lot if an individual test from a subplot is deemed an outlier based on ASTM E 178.
- B. The Engineer conducts the acceptance testing for asphalt binder content and gradation. AASHTO PP 28, T 30, T 308, T 166. For small projects with HMA quantities less than 3000 tons or for work such as utility work, traffic signals, detours, lane leveling, etc., the Engineer may elect to accept material based upon visual inspection.
1. When acceptance is intended to be based upon visual inspection, the Engineer reserves the option of conducting any acceptance tests necessary to determine the material and workmanship meets the project requirements.
- C. Engineer may, in concurrence with the Contractor, choose to combine production from several days to form a single lot to reduce over-testing of small quantity production days such as lane leveling, patching, ramps or bridgework

Table 1 Upper and Lower Limit Determination	
Parameter	UL and LL
3/4 inch sieve for 1 inch HMA 1/2 inch sieve for 3/4 inch HMA 3/8 inch sieve for 1/2 inch HMA No. 4 sieve for 3/8 inch HMA	Target Value \pm 6.0%
No. 8 sieve	Target Value \pm 5.0%
No. 50 sieve	Target Value \pm 3.0%
No. 200 sieve	Target Value \pm 2.0%
Asphalt Binder Content	Target Value \pm 0.35%

PART 2 PRODUCTS

2.1 ASPHALT BINDER

- A. Asphalt material: Refer to Section 02745.
- B. Sampling Procedure: UDOT Minimum Sampling and Testing Guide, Section 509.

2.2 AGGREGATE

- A. Refer to the Minimum Test Requirements.
- B. Crusher processed virgin aggregate material consisting of crushed stone, gravel, or slag.
- C. Use the following requirements, including Table 2, to determine the suitability of the aggregate.
 - 1. Coarse aggregates:
 - a. Retained on No. 4 sieve.
 - 2. Fine aggregates:
 - a. Clean, hard grained, and angular.
 - b. Passing the No. 4 sieve.

Table 2

Aggregate Properties - HMA			
Test Method	Test No.	Category 1	Category 2
One Fractured Face	ASTM D 5821	95% min.	85% min. (1 inch and 3/4 inch), and 90% min. (1/2 inch and 3/8 inch)
Two Fractured Face	ASTM D 5821	90% min.	80% min. (1 inch and 3/4 inch), and 90% min. (1/2 inch and 3/8 inch)
Fine Aggregate Angularity	AASHTO T 304	45 min.	45 min.
Flat and Elongated 1 to 3 ratio	ASTM D 4791 (Based on 3/8 inch sieve and above)	20% max.	20% max.
L.A. Wear	AASHTO T 96	35% max.	40% max.
Sand equivalent	AASHTO T 176 (Pre-wet method)	60 min.	45 min.
Plasticity Index	AASHTO T 89 and T 90	0	0
Unit Weight	AASHTO T 19	min. 75 lb/cu. ft.	min. 75 lb/cu. ft.
Soundness (sodium sulfate)	AASHTO T 104	16 % max. loss with five cycles	16 % max. loss with five cycles
Clay Lumps and Friable Particles	AASHTO T 112	2% max	2% max.
Natural Fines	N/A	0%	10% max.
Category 1: National Highway System and Truck Routes - Table 7.			
Category 2: All Other Routes			

D. Meet gradation requirements in Table 3.

Table 3

Aggregate Gradations (Percent Passing by Dry Weight of Aggregate)					
Sieve Size		1 inch (SHRP 25 mm)	3/4 inch (SHRP 19 mm)	1/2 inch (SHRP 12.5 mm)	3/8 inch (SHRP 9.5 mm)
Control Sieves	1 - 1 / 2 inch	100.0	-	-	-
	1 inch	90.0 - 100.0	100.0	-	-
	3/4 inch	<90	90.0 - 100.0	100.0	-
	1/2 inch	-	<90	90.0 - 100.0	100.0
	3/8 inch	-	-	<90	90.0 - 100.0
	No. 4	-	-	-	< 90
	No. 8	19.0 - 45.0	23.0 - 49.0	28.0 - 58.0	32.0 - 67.0
	No. 200	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0

2.3 HYDRATED LIME

- A. Meet the requirements of Section 02746.

2.4 VOLUMETRIC DESIGN

- A. Comply with all requirements for Superpave Volumetric Mix Design according to Asphalt Institute, SP-1, and SP-2, AASHTO PP 28 and the following:
1. Meet the requirements of Table 4 and Table 5.
 2. Meet all volumetric mix design requirements for the selected target gradation.
- B. Submit the Volumetric Mix Design data for verification at least 10 working days before beginning delivery. Do not begin production until verification is complete.
1. Include all information regarding selection of design aggregate structure showing the target values of percent passing on all sieves listed in Table 1, and the design asphalt binder content.
 2. Provide information that aggregate proposed for use meet the requirements of Table 3.
 3. Supply QC data for target job mix gradation selection. Use those target values for price adjustments.
- C. Moisture Susceptibility
1. Incorporate hydrated lime into all volumetric designs. Use 1 percent, minimum, for Method A and 1½ percent, minimum for Method B (Section 02746 – Hydrated Lime).

- D. Designate asphalt binder supplier.
- E. Use gyratory mixing and compaction temperatures supplied by the Engineer.
- F. The Department Region Materials Lab verifies the Volumetric Mix Design. UDOT Materials Manual of Instruction Part 8-960: Guidelines for Superpave Volumetric Mix Design. For small projects with plan quantities of HMA less than 3000 tons, or for work such as utility work, traffic signals, detours, or lane leveling, the Region Materials Engineer may accept the Volumetric Mix Design from data submitted with the proposed mix design or from a previous mix design. The Region Materials Engineer reserves the right to verify any mix design submitted.
- G. Comply with the following requirements for Superpave volumetric mix design:

Table 4

Volumetric Design Gyration				
20 Years Design ESALS (Million)	Compaction Parameters			Voids Filled with Asphalt (VFA) (%)
	N_{initial} /% of G_{mm}[*]	N_{design} /% of G_{mm}[*]	N_{max} /% of G_{mm}[*]	
0.3	6/# 91.5	50/ ³ 96.5	75/ # 98	70 - 80 **
0.3 to <3	7/# 90.5	75/ ³ 96.5	115/ # 98	65 - 78
3 to < 30	8/# 89	100/ ³ 96.5	160/ # 98	65 - 75
\$30	9/ # 89	125/ ³ 96.5	205/ # 98	65 - 75

* G_{mm}: Maximum specific gravity of Mix. (Rice Method)

** 67 percent specified lower limit VFA for 1 inch nominal maximum size mixture.

Table 5

Volumetric Design Requirements	
HMA design mixing and compaction temperatures	Provided by the Engineer
Dust Proportion Range	0.6 - 1.40
Hamburg Wheel Tracker UDOT Materials Manual of Instruction Part 8-990	Maximum 10 mm impression at 20,000 cycles.

- H. Prepare and submit 2 sets (5 samples each) of ignition oven calibration samples.
1. Department uses these samples to determine the correction factors for the Region and Field lab ignition oven.
 2. Submit samples a minimum of three working days prior to paving.

2.5 CONTRACTOR INITIATED CHANGES IN MIX DESIGN

- A. Submit all requests in writing at least 12 hours prior to incorporating changes into production.
- B. Submit a field volumetric mix design for all target changes.
1. Field volumetric mix design verification consists of 3 sets of 2 gyratory specimens run at the new target gradation and/or asphalt binder content. The Department's previous acceptance tests are allowed for field verification.
 2. If the field volumetric mix design meets the volumetric requirements, the Engineer, in consultation with the Region Materials Engineer, provides written concurrence of the verified field volumetric mix design.
 3. If the field volumetric mix verification does not meet the volumetric requirements, submit a new laboratory volumetric mix design from a laboratory qualified by UDOT Central Materials. Allow at least 4 working days for verification.
 4. The Department performs up to two volumetric mix design verifications at no cost to the Contractor. The Department charges \$3000 for each additional laboratory and/or field verification required, including all laboratory or field volumetric mix design verifications required due to contractor initiated target changes.
- C. Submit a new laboratory volumetric mix design if changes occur in the aggregate source, asphalt binder source or grade.
- D. Do not make changes to production mix until request is reviewed and verified.

PART 3 EXECUTION

3.1 ADDING HYDRATED LIME

- A. Method A, Lime Slurry; or Method B, Lime Slurry Marination: Refer to Section 02746.

3.2 HMA

- A. Dry aggregate to an average moisture content of not more than 0.2 percent by weight. AASHTO T 255. Adjust burners to avoid damage or soot contamination of the aggregate.
- B. Coat with asphalt binder 100 percent of the particles passing and 98 percent of the particles retained on the No. 4 sieve.
 - 1. AASHTO T 195.
 - 2. Discontinue operation and make necessary corrections if material is not properly coated.
- C. Maintain temperature of the HMA between established limits.
 - 1. Do not overheat the material or cause thermal damage to the asphalt binder.
 - 2. Department rejects and Contractor removes materials heated over the established limits.
 - 3. Remove all material rejected by the Department for overheating.

3.3 HMA PLANT

- A. Provide:
 - 1. Positive means to determine the moisture content of aggregate.
 - 2. Positive means to sample all material components.
 - 3. Sensors to measure the temperature of the HMA at discharge.
 - 4. The ability to maintain discharge temperature of the mix in accordance with the mix design.
- B. Asphalt Binder Storage Tanks:
 - 1. Provide calibrated tanks so the quantity of material remaining in the tank can be determined at any time.
 - 2. Provide a positive means of sampling the asphalt binder from the tanks.

C. Quality Control Testing

1. Perform all quality control tests necessary to control the production and construction processes applicable to these specifications and listed in the QCP.
2. Establish a testing program to control as a minimum: asphalt binder content, aggregate gradation, temperatures, and aggregate moisture,
3. Monitoring: The Department reserves the right to monitor any QC testing.
4. Follow the requirements of Table 6, and conduct any additional testing to control the process.

Table 6

Quality Control Testing for HMA	
Testing Method/ Acceptance Documentation	Testing Frequency
AASHTO T 308 Asphalt binder content: by the ignition method	Minimum 4 tests per lot **
AASHTO T 30 Gradation: Mechanical analysis of the remains of the Ignition test.	Minimum 4 tests per lot
AASHTO T 255 Moisture content: of aggregate used in production by drying	Minimum One test per lot
Temperature for: dryer, bitumen in the storage tank, mixture at the plant, and mixture at the job site.	Record at least four times per lot

** A lot is defined in article 1.4

Table 7

National Highway System and Truck Routes		
Category 1		
Interstate Routes	Beginning	Ending
1-15	Arizona State Line	Idaho State Line
1-70	Jct I-70 - Cove Fort	Colorado State Line
1-80	Nevada State Line	Wyoming State Line
1-84	Idaho State Line	Jct I-80 - Coalville
1-215	Jct I-80 - Parleys Canyon	Jct I -15 - North Salt Lake
US Routes		
US-6	Nevada State Line	Jct US-50 - Delta
US-6	Jct I-15 - Spanish Fork	Jct I-70 - Green River
US -40	Jct I-80 - Park City	Colorado State Line
US-50	Jct US-6 - Delta	Jct I-15 - Holden
US -89	Arizona State Line	Jct I-70 - Sevier
US -89	Jct I-70 - Salina	Jct SR-28 - Gunnison
US-89	Jct US-6 - Spanish Fork	Jct SR-73 - Lehi
US-89	Jct I-15 - Draper, Exit 295	Jct SR-269 - 5 th and 6 th South
US-89	Jct I-15 - Farmington	Jct I-80 - Uintah
US-89	Jct I-84 - Uintah	Jct SR-134 - North Ogden
US-89	Jct US-91 - Logan	Idaho State Line
US-91	Jct I-15 - Brigham City	Jct US-89 - Logan
US-189	Jct I-15 - South Provo	Jct US-40 - Heber City
US-191	Arizona State Line	Jct I-70 - Thompson
US 491	Jct US-191 - Monticello	Colorado State Line
State Routes	Beginning	Ending
SR-9 - Zion National Park		
SR-10 - Castle Valley	Jct I-70 - Fremont Jct	Jct US-6 - Price
SR-12 - Bryce Canyon	Jct US-89 - Panguitch	Jct SR-63 - Bryce Canyon
SR-26 – Riverdale Road	Jct I-15 - Exit 342	Jct US-89 - Ogden
SR-28 - Levan Desert	Jct US-89 - Gunnison	Jct I-15 - South Nephi
SR-31 - Huntington	Mile Post 33	Mile Post 49
SR-36 - Tooele Access	Jct entrance - Tooele Army Depot	Jct I-80 - Tooele Interchange
SR-39 - 20th and 21st Odgen	Jct I-15 - Exit 344	Jct SR-203 - Harrison Blvd
SR-52 - 8th North, Orem	Jct 1-15 - Orem	Jct US -189 - Olmstead Jct
SR-57 - Orangeville Bypass	Jct SR-10 - Hunter Power Plant	Entrance - Wilberg Coal Mine

State Routes	Beginning	Ending
SR-71 - 7th and 9th East Street, Salt Lake City	Jct SR0-209 - 90th South Street	Jct SR-186 - 4 th South Street
SR-73 - Lehi Connection	Jct I-15 - South Lehi	Jct US-89 - South Lehi
SR-79 - 12th Street Ogden	Jct I-15 - Exit 347	Jct SR-203 - Harrison Blvd.
SR-96 - Scofield Access	Mile Post 3	Mile Post 4
SR-111 - Bacchus Highway	Jct SR-48 - Bingham Highway	Jct SR-201 - 21 st South Expressway
SR-134 - 2700 North	Jct I-15 - North Ogden, Exit 352	Jct US-89 - North Ogden
SR-152 - Van Winkle Expressway	Jct SR-71 - 9th East Street	Jct I-215 - East (Exit 8)
SR-154 - Bangerter Highway	Jct I-15 - Draper	Jct I-80 - Salt Lake Intl Airport
SR-171 - 33rd and 35th South, Salt Lake City	Jct SR-172 - 56 th West Street	Jct I-215 - East, Exit 3
SR-172 - 56th West Street Salt Lake City	Jct 6200 South - Kearns	Jct I-80 - International Center
SR-186 Foothill Blvd	Jct SR-71 - 7 th East Street, SLC	Jct I-215 - East (Exit 1)
SR-190 - Big Cottonwood	Jct I 215 - East, Exit 7, SLC	Jct SR-210 - Little Cottonwood
SR-201 - 21st South Expressway	Jct I-80 - Lake Point	Jct I-15 - South Salt Lake
SR-203 - Harrison Blvd	Jct US-89 - South Ogden	Jct SR-39 - 12 th Street
SR-209 - 90th & 94th South	Jct SR-68 - Redwood Road (SLC)	Jct SR-210 - Little Cottonwood
SR-210 - Little Cottonwood	Jct SR-190 - Big Cottonwood	Jct SR-209 - 90 th and 96 th South
SR-264 - Skyline Mine Road	Mile Post 12	Mile Post 15
SR-265 - University Parkway	Jct I-15 - Exit 272	Jct I-215 East, Exit 5
SR-266 - 45th & 47th South Taylorsville	Jct I-215 - West, Exit 15	Jct I-215 - East, Exit 5
SR-269 - 5th & 6th South Salt Lake City	Jct I-215, Exit 310	Jct SR-71 - 7 th East Street

END OF SECTION

Downloaded 02741 dated June 26, 2002 as document basis

Modified by removing construction contract related items – March 15, 2004

SECTION 02744P
HOT MIX ASPHALT (HMA) (OFF THE SHELF)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Off-the Shelf Hot Mix Asphalt (HMA) products comprised of aggregate, asphalt binder, lime and other additives.
- B. Mix materials at a central mixing plant.

1.2 RELATED SECTIONS

- A. Section 02745: Asphalt Material
- B. Section 02746: Hydrated Lime

1.3 REFERENCES

- A. ASHTO T 11: Materials Finer Than 75 Fm (No. 200) Sieve in Mineral Aggregates by Washing
- B. AASHTO T 19: Unit Weights and Voids in Aggregate
- C. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- D. AASHTO T 30: Mechanical Analysis of Extracted Aggregate
- E. AASHTO T 89: Determining the Liquid Limit of Soils
- F. AASHTO T 90: Determining the Plastic Limit and Plasticity Index of Soils
- G. AASHTO T 96: Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine

- H. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- I. AASHTO T 112: Clay Lumps and Friable Particles in Aggregate
- J. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
- K. AASHTO T 195: Determining Degree of Particle Coating of Bituminous-Aggregate Mixtures
- L. AASHTO T 209: Maximum Specific Gravity of Bituminous Paving Mixtures
- M. AASHTO T 255: Total Moisture Content of Aggregate by Drying
- N. AASHTO T 308: Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method
- O. ASTM D 3665: Standard Practice for Random Sampling of Construction Materials
- P. ASTM D 3666: Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
- Q. ASTM D 4791: Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
- R. ASTM 5506: Practice for Organizations Engaged in the Certification of Personnel Testing and Inspecting Bituminous Paving Materials
- S. ASTM D 5821: Determining the Percentage of Fractured Particles in Coarse Aggregate
- T. Asphalt Institute SP-1, SP-2
- U. UDOT Materials Manual of Instruction Part 8-209: Asphalt Binder Management Plan
- V. UDOT Materials Manual of Instruction Part 8-958: Standard Test Method for Determining Rutting Susceptibility
- W. UDOT Materials Manual of Instruction Part 8-984: Sampling Methods

1.4 ACCEPTANCE

- A. A lot equals the number of tons of HMA placed during each production day. The Department may
 - 1. Take random samples informing the Contractor of the time and place for the sample not more than 15 minutes prior to the sampling.
 - 2. May conduct the following tests:
 - a. Asphalt Binder Content, AASHTO T 308
 - b. Aggregate gradation, AASHTO T 30.
- B. Engineer may accept material based upon visual inspection.
 - 1. When acceptance is based upon visual inspection, the Engineer reserves the option of conducting any acceptance tests necessary to determine the material meets the project requirements.

PART 2 PRODUCTS

2.1 ASPHALT BINDER

- A. Asphalt material: Refer to Section 02745.

2.2 AGGREGATE

- A. Refer to the Minimum Test Requirements. Table 1.
- B. Crusher processed virgin aggregate material consisting of crushed stone, gravel, or slag.
- C. Use the following requirements, including Table 2, to determine the suitability of the aggregate.
 - 1. Coarse aggregates:
 - a. Retained on No. 4 sieve.
 - 2. Fine aggregates:
 - a. Clean, hard grained, and angular.
 - b. Passing the No. 4 sieve.

Table 1

Test Method	Test No.	Values
One Fractured Face	ASTM D 5821	85% min. (1 inch and 3/4 inch), and 90% min. (1/2 inch and 3/8 inch)
Two Fractured Face	ASTM D 5821	80% min. (1 inch and 3/4 inch), and 90% min. (1/2 inch and 3/8 inch)
Fine Aggregate Angularity	AASHTO T 304	45 min.
Flat and Elongated 1 to 3 ratio	ASTM D 4791 (Based on 3/8 inch sieve and above)	20% max.
L.A. Wear	AASHTO T 96	40% max.
Sand Equivalent	AASHTO T 176 (Pre-wet method)	45 min.
Plasticity Index	AASHTO T 89 and T 90	0
Unit Weight	AASHTO T 19	min. 75 lb/cu. ft.
Soundness (sodium sulfate)	AASHTO T 104	16 % max. loss with five cycles
Clay Lumps and Friable Particles	AASHTO T 112	2% max.
Natural Fines	N/A	10% max.

D. Meet gradation requirements in Table 2.

Table 2

Aggregate Gradations (Percent Passing by Dry Weight of Aggregate)					
Sieve Size		1 inch (SHRP 25 mm)	3/4 inch (SHRP 19 mm)	1/2 inch (SHRP 12.5 mm)	3/8 inch (SHRP 9.5 mm)
Control Sieves	1 - 1 / 2 inch	100.0	-	-	-
	1 inch	90.0 - 100.0	100.0	-	-
	3/4 inch	<90	90.0 - 100.0	100.0	-
	1/2 inch	-	<90	90.0 - 100.0	100.0
	3/8 inch	-	-	<90	90.0 - 100.0
	No. 4	-	-	-	< 90
	No. 8	19.0 - 45.0	23.0 - 49.0	28.0 - 58.0	32.0 - 67.0
	No. 200	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0

2.3 HYDRATED LIME

- A. Meet the requirements of Section 02746.

2.4 VOLUMETRIC DESIGN

- A. None Required

END OF SECTION

Change One – December 1, 2003

Downloaded 02741 dated June 26, 2003 as document basis

Removed superpave and contract construction references - March 15, 2004

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

1. **CONTRACTOR ACCEPTANCE:** At the time the bid form is signed by the offeror, the signature of that offeror will be used as a legally binding signature if awarded the contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the offeror for the contract period specified.
2. **QUANTITY OR AMOUNT ESTIMATES:** This is a requirements contract with the State. Estimated contract amounts/quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any service or specific amount.
3. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
4. **PRICING:** The Contractor agrees that the prices bid on material in this contract shall be guaranteed for a period of one (1) year.

ANY CHANGE REQUEST ON PRICES OR SPECIFICATIONS MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **INVOICING:** THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

The Contractor shall submit invoices to the Utah Department of Transportation, Region Four, 1345 South 350 West, Richfield, Utah 84701.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

6. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide the specified notice to the Contractor.

7. **DELIVERY:** Contractor agrees to load UDOT trucks within a thirty (30) minute period after the plant has been advised the truck has arrived at the plant.

Any standby time beyond the thirty (30) minute waiting time shall be assessed the Contractor at a rate of thirty-four dollars (\$34.00) per hour per truck, or any portion thereof. Any standby time incurred shall be deducted from money due the Contractor.

A breakdown or other problems not controlled by the Contractor, except underproduction, shall be cause to waive standby time charges, providing the Department driver is notified of the lost time within the thirty (30) minute period.

8. **PERFORMANCE BOND:** At the time the contract is executed, the Contractor shall provide a performance bond amounting to fifteen percent (15%) of the bid amount guaranteeing performance and payment.

UTAH DEPARTMENT OF TRANSPORTATION

Maintenance Regions



STATE OF UTAH
DIVISION OF PURCHASING

AGENCY CONTRACT BOND STATEMENT

AWARD REQUIREMENTS

A 15% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

_____ 15% CASHIERS CHECK

_____ 15% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company_____

Agent Name_____

Fax #_____ Phone #_____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.